

RECEIVED  
CENTRAL FAX CENTER

OCT 25 2006

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Rune Toennessen et al.

Serial No.: 10/550,703

I.A. Filed: 03/26/2004

For: System for Depth Control of a Marine  
Deflector

Examiner:

Group Art Unit:

Att'y Docket: 14.0234-PCT-US

Customer No. 028116

ATTACHMENT TO  
RESPONSE NOTICE OF MISSING PARTS DATED 4/26/2006  
And  
PETITION PER 37 CFR 1.47(a)

DECLARATION

I, Rebecca Tanis, the IP administrator at WesternGeco LLC, do hereby declare the following:

1. I am the IP administrator at WesternGeco LLC, located at 10001 Richmond Ave., Houston, TX 77042.
2. I am a citizen of the United States of America.
3. I am in charge of receiving all correspondences related to patents or patent applications to WesternGeco and docketing any correspondences.
4. I sent the inventor declaration and assignment documents to Mr. Emmanuel Keskes' last known address at 38 Rue Marcel Dassault, Boulogne, FR 92100 on October 18, 2005. The application papers sent to this address was returned on October 26, 2005 as undeliverable.

5. I sent the inventor declaration and assignment documents to Mr. Valid Moosavi's last known address at Ringsveien 13 B, 1368 Stabekk, Norway on October 18, 2005. The application papers sent to this address was returned on October 26, 2005.
6. I sent the inventor declaration and assignment documents to Mr. Philippe Saint-Pere's last known address at 1, Lieu Dit Calblanc, 33480 Castelnau de Medoc, FR on October 18, 2005. The application papers were delivered to Mr. Saint-Pere on October 20, 2005, but he never returned the signed papers back as requested.
7. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the understanding that willful false statement and the like so made are punishable by fine, imprisonment, or both under Section 1001 of Title 18 of the United State Code, and that such willful false statements may jeopardize the validity of the above identified application or any patent issued thereon.

Signed

10/25/06



Date

Rebecca Tanis

## APPENDIX A

Schlumberger

Geco-Prakla

## PATENT AND CONFIDENTIAL INFORMATION AGREEMENT

THIS AGREEMENT is entered into by and between the company of Geco-Prakla management group of companies that is the legal Employer of Employee, acting on behalf of itself and its Affiliates (hereinafter collectively referred to as "Company"), and **Emmanuel Keskes** (herein referred to as "Employee"), and shall become effective as of the date Employee is employed by Company.

In consideration of the employment or continued employment of Employee by Company and payment of a salary, wage or other remuneration, the parties agree as follows:

1. Employee will not remove from Company's facilities, except as required to perform work for Company, any materials that contain trade secrets or confidential information belonging to Company, including but not limited to invention records, computer software, formulas, processes, programs, methods of operations, customer information, logs, data, equipment, drawings, notes, manuals, or other materials. Employee agrees to return all such materials to Company immediately upon request and in any event upon termination of employment.
2. Employee will not publish or disclose to anyone not employed by Company, nor use in any business other than Company's, any trade secrets or other confidential information or material of Company either during or after his or her employment, save for information which are or should come in the public domain through no fault of Employee or by breach of this agreement on the part of the Employee.
3. To protect Company against disclosure of such trade secrets and confidential information, and to shield Employee from pressure to use or disclose such secrets and information, Employee agrees that for a period of one year following time of actual resignation of his or her employment with Company, he or she will not become an employee, officer, director, or consultant to, nor serve in any other capacity, nor receive any compensation from, nor have any ownership interest in (all either directly or indirectly) any business, company, or other entity (including affiliates thereof) that is or is planning or preparing to be in the business of conducting seismic research or engineering, seismic data acquisition operations, seismic data processing or interpretation, or seismic equipment manufacturing, in any of the geographic areas where Company provides services or has a physical location.

In the event that any restriction contained herein shall be found voidable by a court such restriction shall be modified to reduce the restrictions as to time and/or area so as to make said modified restrictions enforceable.

4. Company has attempted to place no more than reasonable limitations on Employee's subsequent employment opportunities, consistent with Company's critical need to protect its legitimate business interests. However, Employee may subsequently find that such limitations have become a serious handicap in securing further employment. If such case arises, Employee agrees to make a written request to Company for a waiver of designated limitations before accepting employment in conflict with Paragraph 3 above, such request to include the name and address of the proposed employer and the location, position and duties of the proposed employment. A waiver may be granted by Company and will not be unreasonably withheld. In the event Company declines to grant such a waiver, Company undertakes to continue to pay Employee his existing base salary, for the one year period

adm/pers/offers/encl/patnor.doc

## APPENDIX A

referred to in Paragraph 3 above. During such period, at Company's option, Employee may or may not be required to report to work.

5. Employee will promptly furnish to Company a complete record of any and all ideas, discoveries, inventions, writings, and improvements that he or she solely or jointly conceives or makes during the course of his or her employment with Company and that relate in any way to Company's business or field of activities.

6. Employee agrees to grant and hereby does grant and assign to Company or its nominee his or her entire right, title, and interest in and to all ideas, discoveries, inventions, writings and improvements coming within the scope of Paragraph 5 above, together with any and all world-wide patent rights and copyrights in such ideas, discoveries, inventions, writings, and improvements. At Company's request (and without further compensation beyond Employee's normal salary or wage), Employee agrees to (a) assist Company in preparing and prosecuting all applications for such patents and copyrights; (b) execute any and all instruments necessary to make, file and prosecute such applications; and (c) execute any and all instruments necessary to transfer title in any such applications to Company or its nominee.

Within limitations established by applicable law from time to time the Employee shall grant all rights and render all services described herein without further compensation apart from the agreed salary.

7. Employee will not disclose to Company, nor use in his or her work for Company, any confidential information of a third party that Employee is obligated to keep confidential.

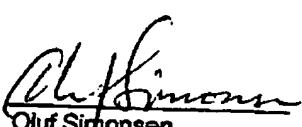
8. This Agreement shall inure to the benefit of the successors and assigns of Company and be binding upon them and upon the heirs and legal representatives of Employee. Company's rights under this Agreement shall be fully assignable by Company to an Affiliate.

9. This Agreement shall supersede the terms of any prior agreement between Employee and Company and may be modified or amended only in writing, signed by an authorised representative of Company and by Employee.

"Affiliate" as used herein, means any corporation, now or in the future, directly or indirectly controlling, controlled, or under common control with Company, where "control" in relating to any corporation means the ownership, direct or indirect, of 50% or more of voting rights or securities.

COMPANY:

EMPLOYEE:

BY:   
Oluf Simonsen  
Personnel Manager

BY:   
Emmanuel Keskes



Docket No. 14.0234-PCT-US  
Page 2 of 7

(Application Serial No.)	(Filing Date)	(Status) (patented, pending, abandoned)
--------------------------	---------------	--

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application of any patent issued thereon.

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith (list name and registration number):

Jeffrey E. Griffin — Registration No. 36,534

Send correspondence to: JEFFREY E. GRIFFIN WesternGeco, L.L.C.  
Intellectual Property Department  
P.O. Box 2469  
Houston, Texas 77252-2469

Direct Telephone Calls to: JEFFREY E. GRIFFIN (713) 689-2625

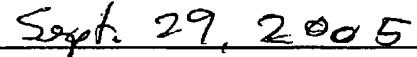
Full Name of Sole or First Inventor

RUNE TOENNESSEN

Inventor's Signature



Date



Residence

TUENGEN ALLE 19 B, 0374 OSLO, NORWAY

Citizenship

NORWAY

Post Office Address

Same as above

Docket No. 14.0234-PCT-US  
Page 3 of 7

Full Name of Second Inventor	
EMMANUEL KESKES	
Inventor's Signature	Date
Residence	
20 RUE PREFET BONNEFOY, F-44000 NANTES, FRANCE	
Citizenship	
FRANCE	
Post Office Address	
Same as above	

10/25/06 12:21 FAX 713 689 1977  
Sep-01-2005 03:24pm From-WesternGeco Legal  
09/01/2005 12:58 WESTERNGECO AS → 00017136895777

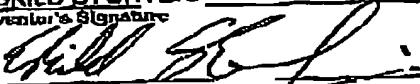
INTELLECTUAL PROPERTY

713 689 5777

T-408 P.003/004 F-235  
DRAFT

011

Docket No. 14.0234 PCT US  
Page 4 of 7

Full Name of Spouse or First Inventor	
ESKILD STORTEIG	Date
Inventor's Signature	1/9 - 2005
	
Residence	ULVENVEIEN 29
<del>ROFYSKOPPSTIEN 26, 1476 RASKA NORWAY</del>	3420 LIERSKOGEN, NORWAY
Citizenship	
NORWAY	
Post Office Address	
Same as above	

Received Sep-01-2005 06:58am From +47 00700505 To-WesternGeco Legal Page 002

10/25/06 12:21 FAX 713 689 1977  
Sep-01-2005 03:24pm From-WesternGeco Legal  
1. SEP. 2005 10:16

INTELLECTUAL PROPERTY

713 689 5777

FMC KONGSDERØ SUDSEA TO. I. CL

012

T-409 P.004/004 F-235  
NL 19 J S. L

Docket No. 14 0234-PCT-115  
Page 5 of 7

Full Name of Sole or First Inventor	Sept. 1, 2005
PER HELGERUD	Done
Inventor's Signature	<i>Per Helgerud</i>
Residence	HAUGERUDVEIEN 29, N-3300 HOKKSUND, NORWAY
Citizenship	NORWAY
Post Office Address	Same as above

Received Sep-01-2005 03:44pm From +47 92288840 To-WesternGeco Legal Page 002

Docket No. 14.0234-PCT-US  
Page 6 of 7

Full Name of Sole or First Inventor	
VAHID MOOSAVI	
Inventor's Signature	Date
Residence	
RINGSVEJEN 13 B, 1368 STABEKK, NORWAY	
Citizenship	
NORWAY	
Post Office Address	
Same as above	

Docket No. 14.0234-PCT-US  
Page 7 of 7

Full Name of Sole or First Inventor	
PHILIPPE SAINT-PERE	
Inventor's Signature	Date
Residence	
1, LIEU DIT CABLANC, 33480 CASTELNAU DE MEDOC, FRANCE	
Citizenship	
FRANCE	
Post Office Address	
Same as above	